

IV. Copies of cooperative agreements from 14 states.

Part 1

- Colorado
- Illinois
- Maine
- Michigan
- Minnesota
- Nebraska Letter
- Ohio
- North Carolina
- Oregon

**Memorandum of Understanding
between the Colorado Department of Human Services/Division
of Vocational Rehabilitation and
the Colorado School of Mines**

Parties

This Memorandum of Understanding ("MOU") is made this 31st day of January, 2002, between the Colorado Department of Human Services, Division of Vocational Rehabilitation ("DVR"), and the Colorado School of Mines ("School").

Purpose

The purpose of this MOU is to carry out certain requirements established in the 1998 Amendments to the Vocational Rehabilitation Act (as contained in the Workforce Investment Act of 1998). The MOU shall be the mechanism used to formalize an agreement between DVR and the School regarding their responsibilities to individuals with disabilities who are jointly consumers of the vocational rehabilitation system and enrolled students at the School. The goal of this MOU is to provide the necessary coordination between the parties to permit individuals with disabilities to have access to and to participate in the state's public higher education programs.

Term and Termination

This MOU shall become effective on the signature of the parties and shall remain in effect for one (1) year, subject to termination by action of one of the parties pursuant to Section D of the General Provisions below. Upon annual review, the MOU may be extended for additional one (1) year terms on written agreement of the parties.

Financial Responsibilities of the Parties

Because of the differing missions and legal responsibilities of the parties under applicable federal and state law, DVR and the School may maintain different requirements for the documentation of disability, the determination of eligibility for services, and for the specification of particular services or accommodations to be provided. This MOU does not require either party to alter its policies for providing services or support.

The School is required to provide services and accommodations to DVR consumers only to the extent that such services and accommodations are provided to other students with disabilities under applicable statutes.

Nothing in this MOU prohibits DVR from contracting with the School to provide services and supports for DVR consumers beyond those required to assure equal access to School programs.

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Coordination of Services and Accommodations

If a consumer of DVR services is identified as needing reasonable accommodations to attend the School, decisions regarding the appropriateness and necessity of specific accommodations shall be coordinated by appropriate personnel from DVR and the School. Services will be provided on a case-by-case basis in keeping with the missions and legal responsibilities of DVR and the School and with the terms of this MOU.

In carrying out their responsibilities under this MOU, School and DVR personnel may be required to exchange certain information about the students who are seeking accommodations and services. The exchange of student information between the parties is supported by this MOU within the legal restrictions of the Family Educational Rights and Privacy Act (FERPA) and upon the securing of an appropriate release of information by the student being served. It is understood that neither DVR nor the School may share student information secured under this MOU with non-parties unless specifically required by law or permitted by a separate written release by the student.

Procedures for Reimbursement

If DVR believes that additional services or accommodations are needed for a student who is also a DVR consumer and such services are beyond what the School has determined to be a reasonable accommodation and for which the School is legally obligated under the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act, as amended, DVR shall notify the School of its intention to provide the services within 30 days after notice. Thereafter, if the School does not provide or pay for the services within the 30-day notice period, DVR may provide the services. DVR may then claim reimbursement from the School for the actual cost of the services in accordance with the dispute resolution process described herein.

If the School believes that additional vocational and other training services are needed for a DVR consumer, who is also a student and for which the DVR is legally obligated under 29 U.S.C. § 720 *et seq.* and Title 4 of the Workforce Investment Act of 1998, the School shall notify DVR of its intention to provide the services within 30 days after notice. Thereafter, if DVR does not provide or pay for the services within the 30-day notice period, the School may provide the services. The School may then claim reimbursement from DVR for the actual cost of the services in accordance with the dispute resolution process described herein.

Dispute Resolution

If DVR and School personnel disagree regarding the nature of reasonable accommodation, vocational and training services or payment for such services for a particular student and, after engaging in good-faith efforts, are unable to reach agreement, the matter shall be referred for resolution to appropriate representatives of DVR and the School who have not previously been involved in the case. If these representatives, after a reasonable time and good-faith efforts, are unable to resolve the matter, the disagreement shall be referred to a three-member panel, one of whom shall be appointed by the director of DVR, one of whom shall be appointed by the

president of the School, and the third of whom shall be chosen by the other two. The recommendation of the panel is for the purpose of facilitating resolution of the dispute between DVR and the School and shall not be binding on the parties.

Information Collection

DVR and the School will work cooperatively to collect data to identify the scope and costs of providing reasonable accommodation and DVR services to students at the School who are DVR consumers. The information will be used to determine whether changes are needed to the MOU that would result in improved coordination and collaboration between the parties. The Colorado Consortium of Support Programs for Students with Disabilities, which has membership representation from all Colorado post-secondary institutions and DVR, will participate in this data collection effort on a statewide basis.

General Provisions

1. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are agreed upon by both parties shall be incorporated in writing and signed by the parties.
2. The parties to this MOU are cooperating state entities. No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, express or implied, to bind the other entity except as expressly set forth herein. Each entity will be responsible for its acts and those of its employees, agents, and subcontractors, if any, during the course of this MOU.
3. Should either party become a defendant in a lawsuit that involves services provided under this MOU, that party will deliver to the other, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.
4. Each party shall have the right to terminate this MOU by giving the other party thirty (30) days written notice. If such notice is given, the MOU will terminate at the end of thirty (30) days and the liabilities of the parties hereunder for further performance of the terms of the MOU shall thereupon cease, but the parties shall not be released for the duty to perform up to the date of termination.

Notice and Representatives:

For the purposes of this MOU, the individuals identified below are hereby designated as representatives of the respective parties. Either party may from time to time designate in writing a new or substitute representative.

Division of Vocational Rehabilitation:

Colorado School of Mines:

Susan Schierkolk
(720)884-1238

Harold R. Chevront
(303)273-3231

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

STATE OF COLORADO
BILL OWENS, GOVERNOR

Department of Human Services

Colorado School of Mines:

by: _____
John U. Trefny, President

by: _____
Diana Huerta, for the Executive Director
Dept. of Human Services
Marva Livingston Hammons

Date: _____

Date: _____

Approved:

by: _____
Harold R. Chevront, Vice President
for Student Affairs and Dean of Students

Approved as to form:

by: _____
Edward R. Liberatore, General Counsel

Cooperative Agreement between the Office of Rehabilitation Services located at _____ and (name of college/university)

Introduction:

Recent changes to the federal Rehabilitation Act call for the development of cooperative agreements among the state Vocational Rehabilitation Agency and its community partners who serve mutual customers/students. Guidance from the Regional Office of the Rehabilitation Services Administration serving Illinois is to develop agreements in which there is a shared responsibility for the provision of auxiliary aids.

The mission of Office of Rehabilitation Services (ORS)-Vocational Rehabilitation program is to assist individuals with disabilities in successfully preparing for, obtaining and retaining employment. Vocational Rehabilitation (VR) provides a variety of services pursuant to this mission. In contrast, the mission of higher education is to make available to all students, regardless of disability, the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability. Institutions of higher education provide accommodations to students with disabilities, as necessary, to assure their equal access to such opportunities. While the missions of VR and of higher education are different, they are not mutually exclusive. This agreement seeks to clarify roles and responsibilities of the parties involved in fostering a seamless delivery system for those services that overlap. It is the intent of this agreement to ensure a shared responsibility for funding between ORS and higher education institutions for those eligible for ORS services. Current Third Party Agreements (contracts) with ORS will be excluded from developing a separate agreement.

Although the primary purpose is to clarify relationships between ORS and a college/university, it is equally beneficial to extend these collaborations into high schools. The interagency team developing this agreement encourages the development of a similar agreement between ORS and the secondary educational system. Additional benefits of this agreement are improving communications and increasing dialogue among local parties, including secondary schools that will ultimately improve service to students.

The ORS' responsibilities for funding disability - related services are defined in Sections 101 and 103 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 721 and 794). The educational entities' responsibilities for funding accommodations for students with disabilities are defined under Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 202 of the Americans with Disabilities Act (42 U.S.C. 12132). In addition to shared responsibility for funding customers of ORS, the educational institution has responsibility for funding accommodations for students who do not qualify for ORS services or whose eligibility for ORS services has yet to be determined.

Intent:

- To ensure that students with disabilities receive services needed to complete their course of study and to obtain viable employment for independent living.

- To make the most effective use of available resources of the Office of Rehabilitation Services, the community colleges, and four-year colleges and universities to promote learning, academic achievement and employability of students with disabilities.
- To foster collaboration and information sharing among various governmental entities, educational institutions, local service organizations, and students with disabilities and their families.
- To provide a framework for locally based agreements between ORS and educational institutions that will include responsibilities of those parties.

Guiding Principles:

- The primary goal in developing a cooperative agreement is to promote student achievement and employability.
- ORS customers attending educational institutions are a joint responsibility of the local ORS office and the educational institution.
- ORS and educational institutions will collaborate to identify ways to use resources in the most efficient manner.
- Every partner within the higher education system will have an agreement with the local ORS office. This agreement will be periodically reviewed (at least annually) and subject to modification at the initiation of either party. When a college/university serves customers of more than one ORS local office, the decision as to which local ORS office will partner with that educational institution will be determined by the ORS administration and will be determined based upon geography, work load, customer distribution and other pertinent factors.

Representatives from the institution are:

Representatives from ORS are:

- In order to increase understanding, support efficient resource allocation and foster students' success and goal attainment, ORS and educational institutions will encourage

the use of professional meetings, training sessions, customer consultations and resource planning between ORS and the educational institution staff. (see addendum)

· ORS will provide technical assistance to all entities that may assist ORS customers.

Technical assistance from ORS may include:

General Directives:

- In keeping with their differing missions, the Office of Rehabilitation Services and educational institutions may maintain different requirements regarding eligibility, documentation of disability and assignment of services or accommodations. In addition, nothing within this agreement shall obligate ORS or educational institutions to abandon or alter their policies regarding such matters as are used in guiding the provision of services/ support.
- ORS is responsible for provision of vocational rehabilitation services to eligible individuals who attend higher education as part of an Individual Plan for Employment. Please see the directive below regarding access to services.

ORS will conduct a financial analysis (at least once per year) for each student who is an ORS customer. This may result in a financial contribution from the student toward the cost of his or her college training. Depending on the results of the financial analysis, ORS may or may not provide financial support to a student for a particular academic semester. Such students remain ORS customers and may continue to receive counseling and guidance services.

Furthermore, ORS standards of performance regarding course load and cumulative grade point average may affect the financial support provided by ORS to a student.

- ORS and the local educational institution will determine mutual in-service training needs of staff and implement joint staff development/training.

Identified in-service training needs include:

- Entities will share information regarding programming, policies and procedures of the ORS and higher education institution within the parameters of rules relative to

customer confidentiality.

ORS and educational institutions will obtain the signatures necessary for release of information from ORS customers to facilitate communication regarding services, when applicable.

- ORS and the local educational institutions are encouraged to participate in transition planning activities such as the Transition Planning Committees (as described in state law 20 ILCS 2405) or other planning groups.
- ORS shares a responsibility with the educational institution for provision of auxiliary aids to its customers who participate in college/university training. This joint responsibility means that ORS and the educational institution will share the costs of these services according to a mutually agreed upon method.

Such mutually agreed upon methods may include: shared payment of auxiliary aids for individual students; shared payment for an auxiliary aid that benefits many students; an agreement by which each party would pay for a distinct auxiliary aid as part of a package of necessary auxiliary aids; an annual reconciliation of the cost of auxiliary aids and a negotiated share assigned to each party; or other method reached by the parties.

- Parties to each agreement will define the specific auxiliary aids covered in their agreement.

The educational institution is responsible for assuring that students with disabilities have access to all programs, for goods and services through the use of nondiscriminatory policies and procedures, and for assuring students are provided reasonable accommodations, auxiliary aids and services as indicated necessary by the appropriate documentation of the student's disability.

The parties will emphasize the maximum utilization of comparable benefits defined as services that are provided or paid for, in whole or in part, by other Federal, State, or local public resources, which are available to the student.

- While present funding arrangements include a wide variation of participation on the part of ORS and educational institutions, a target of equitable funding should be pursued. Initially, shared percentages should range from 30 to 70 percent for the parties to the agreement.

The fiscal responsibilities agreed upon are:

Representatives of both parties will appoint liaison personnel who will be responsible for (1) recommending needed changes, (2) implementing the agreement, and (3) making recommendations for resolutions of dispute. ORS personnel will initiate the contact with staff designated by the president of the educational institution to negotiate the agreement. State agency and institutional services will continue during the resolution of disputes. Each agreement will include the necessary steps to resolve the disputes. It is recommended that the ORS designated negotiator identify by name the appropriate Zone Manager, the Bureau Chief and the Associate Director of ORS as the parties who will address disputes. It is recommended that the negotiator for the educational institution identify by name the parties who will address disputes up to and including the college/university president.

ORS dispute resolution staff:

College/university dispute resolution staff:

SIGNATURE PAGE

(Include signature lines, type name, title and date information on this page.)

ADDENDUM

Expected Outcomes

The following activities and outcomes will occur as a result of this agreement:

- All local agreements will be initiated in a timely manner and completed by the end of the current semester. For colleges and universities which will be facing budget issues related to the agreement, priority should be given to its development and ORS negotiators should meet with college/university staff at the earliest possible time.
- Cost sharing will occur by Fall 2001.
- Meetings and training for ORS staff liaison and the educational institution will occur at least two times per year. This may include local, regional and statewide meetings.
- An assessment system will be implemented to measure students' academic achievement, persistence and goal attainment.
- ORS will monitor the employment, employment retention and earnings of ORS customers.
- Communication, collaboration and understanding among ORS field staff and institutional personnel will improve.
- ORS will renew discussion with the Illinois State Board of Education on effective transition services (defined in PL105-17, Individuals with Disabilities Education Act of 1997).

This agreement is intended as a point of departure to clarify cooperative relations between ORS and higher educational institutions, rather than a final destination. The agreement is a work in progress with an expectation that continued refinements will lead to increasingly effective collaborative ventures. The end result will be consistent and effective procedures between ORS and educational institutions, enhanced communication among partners, and improved services to students.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE MAINE DIVISION OF VOCATIONAL REHABILITATION AND
THE MAINE DIVISION FOR THE BLIND AND VISUALLY IMPAIRED AND
THE UNIVERSITY OF MAINE SYSTEM

I. Purpose:

The purpose of this Memorandum is to formalize an agreement with the Maine Division of Vocational Rehabilitation (DVR) and the Maine Division for the Blind and Visually Impaired (DBVI) and the University of Maine System regarding their responsibilities to individuals with disabilities who are joint clients of the vocational rehabilitation programs and are students enrolled in the University of Maine System.

The mission of the vocational rehabilitation programs in DVR and DBVI is to assist individuals with disabilities in successfully preparing for, obtaining, and retaining employment. With a focus on fostering successful employment outcomes for clients, vocational rehabilitation programs provide a variety of services in support of this mission. In contrast, the mission of the University of Maine System is to make available to all qualified students, regardless of disability, the opportunity to acquire knowledge, skills, and or expertise commensurate with their ability. The University of Maine System's institutions of higher education provide accommodations to students with disabilities, as necessary, to assure their access to such opportunities. Although the missions of vocational rehabilitation programs and the University of Maine System are different, they are not mutually exclusive.

This Memorandum seeks to clarify roles and responsibilities of the parties involved in fostering a seamless delivery system for those services that overlap vocational rehabilitation programs' focus on successful employment outcomes and the mandate of the University of Maine System to provide equal access.

II. Understandings:

- a. The parties to this Memorandum may maintain different requirements regarding eligibility, documentation of disability, and the provision of services or accommodations. Nothing in this Memorandum shall obligate DVR/DBVI or the University of Maine System to abandon or alter their policies in regard to such matters as they are used in guiding the provision of services/support.
- b. Students of the University of Maine System who are DVR/DBVI clients may receive accommodations from both the University of Maine System and DVR/DBVI. Until August 31, 2002 DVR/DBVI shall continue the current practice of reimbursing University of Maine

- c. System institutions for fifty percent (50%) of the costs of accommodations for students who are active clients of vocational rehabilitation programs . For academic years 2002-03 and 2003-04 (September 1, 2002 through August 31, 2004), DVR and DBVI shall reimburse University of Maine System institutions for twenty-five percent (25%) of the costs of accommodations for students who are active clients of vocational rehabilitation programs. Subsequently the University of Maine System shall be responsible for all costs of accommodations for students who are active clients of vocational rehabilitation programs, except as noted in II.f.
- d. The parties to this Memorandum, as directed by the 1998 Amendments to the Rehabilitation Act, shall seek to foster a seamless delivery system for those services that overlap and will, therefore, implement the cost-sharing arrangements between and among them as described in II.b and as appropriate to DVR/DBVI's focus on successful employment outcomes and the University of Maine System's responsibility for providing equal access.
- e. Nothing in this Memorandum obligates the University of Maine System to provide services or accommodations to students with disabilities who are clients of the DVR/DBVI programs that would not be required if they were not vocational rehabilitation clients.
- f. Nothing in this Memorandum prohibits DVR/DBVI from contracting with the University of Maine System to provide services/support for clients beyond those required to assure equal access to educational opportunity.
- g. The parties to this Memorandum agree to review this agreement if changes in federal or state law alter their respective responsibilities to students with disabilities who are clients of vocational rehabilitation programs.

The parties to this Memorandum will keep each other informed of any changes in programs, policies and/or procedures that would impact students with disabilities who are clients of DVR/DBVI and are students of the University of Maine System

Director, Division of Vocational
Rehabilitation, Department of Labor

Vice Chancellor for Academic Affairs
University of Maine System

Date _____

Date _____

Director, Division for the Blind and Visually
Impaired, Department of Labor

Date _____

Log 00-1A008

Michigan Department of Career Development

Interagency Cooperative Agreement between Rehabilitation Services and Postsecondary Services

March 1, 2000

Introduction: The provision of needed services to students with disabilities is best accomplished through the cost effective and efficient use of resources to provide coordinated and continuous planning within a collaborative process. Current legislation recognizes and calls for the maximization of resources through the establishment of working agreements and memorandums of understanding.

The passage of the Workforce Investment Act, the Americans with Disabilities Act, the amendments to the Individuals with Disabilities Education Act, the National School to Work Opportunity Act and the Carl D. Perkins Act necessitate revisions to existing agreements and clarification of responsibilities.

Vision: The intent is for all proprietary schools, public and private four-year and two-year institutions of higher learning and all local offices of MD CD-RS within aligned geographic areas to use this document as a model in the development of cooperative agreements. This document acts as a template and includes basic principles and mutual tenets to result in cooperative agreements.

Purpose: The overall purpose of this agreement is to facilitate the movement of young adults with disabilities into successful adult life outcomes. A task force made up of representatives of higher education and rehabilitation identified positive outcomes for students with disabilities as a result of an individual's participation in Postsecondary education and rehabilitation programs. These desirable outcomes ranged from self awareness and self advocacy, particularly in regard to

required accommodations, to technical job skills, to being a responsible community team member. The specific purpose of this agreement is to provide guidance in the implementation of the rules of the respective entities covered by this agreement in consideration of governing legislation. In the spirit of collaboration and cooperation, keeping in mind the shared goals of successful adult life outcomes, this agreement will do the following:

- Define the responsibilities of the parties
- Affirm the intent of the parties to work collaboratively in the implementation of the agreement
- Address mutual considerations of data collection, resources, confidentiality and accountability
- Describe the principles upon which this document has been developed

The institutions covered by this agreement include all offices and staff of the Michigan State Vocational Rehabilitation Agency, known as the Michigan Department of Career Development-Rehabilitation Services and the Post-Secondary Services office and staff serving institutions of higher learning.

PRINCIPLES

Student First! Education and support services are tailored to the needs and abilities of the individual student with active involvement of the student throughout the entire process.

Community Collaboration - Students with disabilities usually need supports from a broader array of resources resulting in the need for collaborative planning and coordination.

Shared Accountability - The achievement of successful adult life outcomes for individuals with disabilities is reliant upon the shared efforts and commitment of community participants: the family, the continuum of schools, social agencies and a variety of available supports.

Coordination of Resources - Alignment of policy, programs and practices should result in efficient and effective use of resources without duplication.

SPECIFIC PROVISIONS

Nothing within this agreement prohibits the state VR agency from contracting with institutions of higher education to provide services and supports for its clients over and above those required to assure equal access to educational opportunity.

Cash match agreements between institutions of higher education and the state VR agency may use state dollars as a contribution for the purpose of generating additional federal vocational rehabilitation funds.

All parties to this agreement accept responsibility for resolving differences in the shortest possible time so as not to adversely impact upon the progress of the client of the state vocational rehabilitation agency. Outside mediation may be sought as needed.

MUTUAL ROLES AND RESPONSIBILITIES

Confidentiality: All qualified agencies (defined as the central and field offices of Michigan Rehabilitation Services and the Department of Career Development - Post-Secondary Services) shall insure that steps are taken to protect the confidentiality of all personally identifiable information at collection, storage, disclosure and destruction. Written informed consent of the individual, parent or legal guardian of each student with disabilities will be obtained before releasing any personal information.

Interagency Collaboration: All parties acknowledge that collaboration is essential and agree to establish structures and mechanisms as needed for communication, coordination and collaboration between state, regional and /or local participating groups. Collaboration should result in alignment of policy, programs and practices which support systems that result in the attainment of successful adult life outcomes for all individuals.

Data Collection: Each participant agrees to develop a system for collection of meaningful data that includes demographics and outcomes as a result of provided services and supports. Further, each party agrees to share available data needed by the other party to carry out responsibilities. Where feasible, the parties will facilitate non duplication of data and engage in complementary planning of systems.

Assurances: Each participant agrees to implement the agreement as it is constructed.

Resolution of Differences : Each participant agrees to engage in activities designed to resolve issues in a fair and equitable manner while keeping the student needs at the forefront of the mutual concern.

Duration of Agreement: This agreement is in effect indefinitely. It can be amended at the written request of one of the parties and the agreement of both parties at any time. It will be reviewed annually by both parties and revised as deemed necessary. It can be canceled in thirty days with written notice and good cause by either party. Reasons for modification include a change in the applicable legislation or a substantial change in the funds available to either party to support the implementation of this agreement.

GUIDELINES FOR ASSIGNMENT OF OVERLAPPING RESPONSIBILITIES

Educational entities are **generally** responsible for those activities related to student status (rather than the individual's involvement in rehabilitation). Examples: class participation, graduation,

extracurricular activities. It is the schools' responsibility to assure the same range of opportunities to its students with disabilities as is available to others without disabilities.

Rehabilitation is **generally** responsible for providing the disability related supports needed to enable the individual to benefit from training or other activities that clearly lead to employment. Examples: cost of medication or medical equipment such as hearing aids.

The institution of higher learning maintains responsibility for providing all access services to students who are not clients of the vocational rehabilitation agency. For students who are clients of the state vocational rehabilitation agency, the responsibility for payment of classroom interpreters and other classroom aids for students with disabilities, including readers, scribes and lab assistants rests with the school according to the ADA and the Rehabilitation Act Amendments of 1998.

The above should not be misconstrued as requiring changes to existing agreements when the current agreement is mutually acceptable and successfully serving students with disabilities.

MUTUAL ROLES AND RESPONSIBILITIES: AGREED UPON ACTIONS

1. Each participant in the agreement will assign staff to be responsible for the implementation of the agreement.
2. All participants agree to discuss service related decisions that will impact upon the other in an effort to avoid duplication and facilitate interagency coordination and collaboration. Where feasible, joint development, implementation and dissemination will take place.
3. The participants in this agreement will convene at least annually to review, address and facilitate resolution to identified concerns.
4. Each participant in the agreement will develop or provide an annual evaluation of the contribution of its program and service delivery to the implementation of this agreement.
5. Participants to this agreement will collaborate in the planning, development, and implementation of in-service and other training.

This document may be used as guidance in the development of specific local level community agreements. In no instance may an agreement exist in defiance of the governing laws forming the basis for this document.

Any change to this agreement or intent to terminate the agreement requires at least 30 days written notice by any party to the agreement.

Robert Davis, Director
Rehabilitation Services

James Folkening, Director
Postsecondary Services

AGREEMENT

AMONG

MINNESOTA DEPARTMENT OF ECONOMIC SECURITY

**REHABILITATION SERVICES BRANCH
(VOCATIONAL REHABILITATION)**

STATE SERVICES FOR THE BLIND

MINNESOTA STATE COLLEGES AND UNIVERSITIES

THE UNIVERSITY OF MINNESOTA

February 2000

THIS AGREEMENT is made by and among the Minnesota Department of Economic Security, Minnesota State Colleges and Universities and the University of Minnesota pursuant to requirements established in the 1998 Amendments to the Vocational Rehabilitation Act (as contained in the Workforce Investment Act of 1998). This interagency agreement shall be the mechanism to define the relationship among the Department of Economic Security, the Minnesota State Colleges and Universities and the University of Minnesota regarding their responsibilities to individuals with disabilities who are jointly clients of the vocational rehabilitation system and enrolled students in higher education. For the purposes of this Agreement, the term "students" means students at signatory institutions of higher education who are individuals with documented disabilities under 29 U.S. C. § 705(20)(A) as defined by law and are vocational rehabilitation customers of State Services for the Blind (SSB) or the Vocational Rehabilitation Program of the Rehabilitation Services Branch (RS).

WHEREAS, the Minnesota Department of Economic Security is the state agency designated to develop a State plan for vocational rehabilitation services under the Workforce Investment Act of 1998, 29 U.S.C. §§ 701 to 721;

WHEREAS, the Workforce Investment Act of 1998 provides for interagency agreements between the state agency responsible for vocational rehabilitation and signatory institutions of higher education;

WHEREAS, students with disabilities requiring vocational rehabilitation services attend signatory institutions of higher education in the State of Minnesota;

WHEREAS, the parties to this Agreement are desirous of improving the coordination of services to students with disabilities in order assure access for such students and to eliminate unnecessary duplication of effort; and

WHEREAS, the parties to this Agreement desire to improve communications among the parties and to cooperate in providing access to educational opportunities to students with disabilities.

NOW, THEREFORE, It is agreed by and among the parties to this Agreement as follows:

I. PARTIES.

The Parties to this Agreement include:

A. Department of Economic Security (MDES)

The Department of Economic Security is the state agency, which delivers services designed to increase the economic independence of Minnesotans including persons with disabilities. The Department is responsible for carrying out state obligations under the Workforce Investment Act.

The Rehabilitation Services Branch (RS) and State Services for the Blind (SSB) operate vocational rehabilitation programs under Title IV of the Workforce Investment Act, as amended, that are:

- an integral part of the statewide workforce investment system, and
- designed to assess, plan, develop and provide vocational rehabilitation services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, so that such individuals may prepare for and engage in gainful employment.

B. Minnesota State Colleges and Universities (MnSCU)

The Minnesota State Colleges and University system consists of 36 state universities and community colleges and technical colleges and one campus in Japan. Minnesota State Colleges and Universities provides accessible high quality, future-oriented education and community service through technical, pre-baccalaureate, undergraduate, graduate, and non-credit skill-based and enrichment education.

C. University of Minnesota (U of M)

The University of Minnesota has four campuses at Duluth, Morris, Crookston, and the Twin Cities and is both the state land-grant university and a major research institution. The University of Minnesota offers undergraduate and graduate degrees in nearly 400 fields of study, several of which rank among the top ten in the nation. The University of Minnesota is consistently ranked among the top twenty public universities in the United States.

II. COOPERATIVE EFFORTS.

The focus of the vocational rehabilitation programs and services of RS/SSB is to assist individuals with disabilities in successfully preparing for, obtaining and retaining employment. Institutions of higher education provide all students (regardless of disability) with the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability. Institutions of higher education provide accommodations to students with disabilities, as necessary, to assure their equal access to such opportunities as required by state and federal law. The Parties to this Agreement shall work cooperatively in the following ways:

- A. The Parties shall establish procedures for sharing appropriate student information within the limitations of the data privacy laws including the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act.
- B. The Parties shall refer individuals to each other for appropriate services.
- C. The Parties shall cooperate to improve career and placement services for students with disabilities.
- D. The Parties shall utilize the Systems Cooperative Work Group created under this Agreement to further the goals of the Agreement.
- E. The Parties acknowledge and shall respect the differing requirements and definitions among the parties for such terms as eligibility, documentation of disability, assignment of services and accommodations based on the differing missions of the Parties.

- F. The Parties shall collaborate to provide general information and specific education and training in both pre-service and in-service settings, for their appropriate employees.
- G. The Parties shall discuss and develop, if possible, an electronic method of billing to RS and SSB and payment of tuition to MnSCU and the U of M.

III. SPECIFIC TASKS OF THE PARTIES.

A. Minnesota Department of Economic Security (MDES)

As the lead agency in Minnesota for carrying out federal and state policies relating to vocational rehabilitation programs under the Workforce Investment Act, the Minnesota Department of Economic Security shall carry out the following tasks through its Rehabilitation Services Branch (RS) and the State Services for the Blind (SSB):

- 1. Assist students in developing individualized plans for employment under 29 U. S. C. § 722 (b).
- 2. Appoint liaison contact persons from RS and SSB administrative offices who will be the primary contact persons for MnSCU and the U of M.
- 3. Provide individual tuition support and assistance to students with such items as adaptive devices, technology, and other materials that become the property of individual students, under individualized plans for employment and in accordance with appropriate financial protocols of RS/SSB.
- 4. Provide assessments to determine whether an individual is eligible for vocational rehabilitation services and meets order of selection criteria, to individuals who have been properly referred to RS and SSB by the colleges and universities and who have applied for vocational rehabilitation services.

B. Minnesota State Colleges and Universities and The University of Minnesota.

The Minnesota State Colleges and Universities and The University of Minnesota shall carry out the following tasks:

1. Provide access to education and training opportunities to students with disabilities as required by state and federal law.
2. Determine and provide appropriate and reasonable accommodations for students with documented disabilities.
3. Establish and maintain a process, including an appeal process, for students with disabilities to pursue requests for reasonable accommodations.
4. Appoint a liaison contact person to work with the liaisons from RS and SSB.

IV. SYSTEMS COOPERATION.

A Systems Cooperative Work Group will be created to promote the achievement of the goals of this Agreement and to provide a forum for the exchange of information on issues of common concern to the Parties. The Work Group shall be comprised of one member from each of the original Parties to this Agreement. The Work Group shall meet to establish a set of by-laws. The by-laws shall establish the mechanism for calling meetings of the Work Group.

The Work Group shall have the authority to discuss and make recommendations on issues of common concern, but the Work Group shall not have authority to make decisions that are binding on its member organizations. Individual student issues shall be resolved through internal agency and institutional processes and shall not be considered by the Work Group nor shall the Work Group consider appeals by individual students. The Work Group may examine policy issues and process improvements suggested by individual cases and subsequently convey recommendations to the appropriate official(s).

V. PROVISION OF SERVICES AND REIMBURSEMENT.

Under the Workforce Investment Act, 29 U.S.C. § 721(a)(8)(C), the Department of Economic Security, through Rehabilitation Services or the State

Services for the Blind, may provide or pay for services or accommodations for students with disabilities and may seek reimbursement from the institution of higher education for providing such services or accommodations.

A. In any case in which a student has been denied a service or accommodation by an institution of higher education, and RS or SSB does or intends to provide that service or accommodation and intends to seek reimbursement for that service or accommodation, the following procedure will apply.

1. Upon a receipt of a request for an accommodation, RS and SSB shall confirm with the institution of higher education that the student has requested accommodations from the institution of higher education in accord with its procedures, including any appeal procedures, and the request has been denied. If the student has not exhausted these procedures, RS and SSB will advise the student to do so before taking any further action.
2. After confirming with the institution of higher education that the student has exhausted all procedures for requesting accommodations, the RS or SSB management shall notify the director of disability services at the institution and the representative on the Systems Cooperative Work Group if RS or SSB is seeking reimbursement for an accommodation that has been or will be provided. The parties shall meet and discuss the matter.
Any mutually agreed resolution will be implemented.
3. If resolution can not be reached in the meeting discussed in Paragraph 2, either party may request that the matter be submitted to mediation. The parties would request a mediator from the list of mediators trained in disability related issues maintained by the Mediation Center of the Bureau of Mediation Services. A neutral mediator would be selected by mutual agreement or from the list using an alternative strike method with the RS or SSB striking first. The parties agree

to proceed in good faith to bring this matter to resolution with the assistance of a mediator. Any resolution can not be used as precedent in any other cases based on the legal requirement that accommodations be decided on a case by case basis. Any cost of a mediator will be shared equally between the participating parties

- B. Nothing in this Agreement shall preclude a student who is dissatisfied with a resolution of his or her request from pursuing remedies available to the student under state or federal law.
- C. Nothing in this Agreement shall prohibit RS or SSB from entering into contracts or arrangements with individual institutions of higher education that delineate responsibilities of the individual institutions and RS or SSB to provide services/support or accommodations for RS or SSB customers beyond those required under state and federal law.
- D. Nothing in this Agreement shall be construed to require RS or SSB or MnSCU or the U of M to eliminate or modify their policies for the provision of services and/or accommodations to students with disabilities.

VI. TERM.

This Agreement shall become effective upon the authorized signature of MDES, MnSCU and the U of M. The Agreement shall remain in effect until terminated or amended as provided herein.

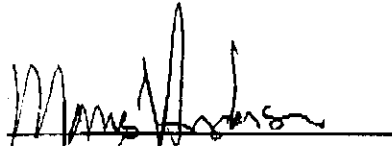
VII. TERMINATION.

This Agreement may be terminated by any Party at any time, with or without cause, upon thirty (30) days written notice to the other Parties.

VIII. AMENDMENTS.

This Agreement may be amended only in writing upon agreement and execution by the Parties. Any addition of a party to this agreement must also be done in writing and executed by the applicable parties.

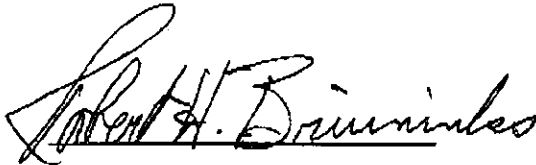
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby, and each person signing this Agreement certifies that he or she is authorized to execute this Agreement on behalf of the Party represented.



Morris J. Anderson
Chancellor

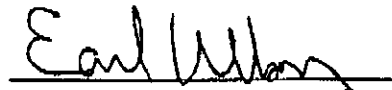
Minnesota State Colleges and Universities

Date: 2-9-00



Executive V. P.
University of Minnesota

Date: 2/22/00



Earl Wilson
Commissioner
Minnesota Department of Economic Security

Date: 3/14/00



University of
Nebraska

Vice President and
General Counsel

Post-It® Fax Note 7671		Date 8-1-02	# of pages 1
To	Charlene Surge		
From	Dennis Dunn		
Co./Dept.	Co. NE VL		
Phone #	Phone #		
Fax #	Fax #		

Varner Hall
3835 Holdrege
P.O. Box 830745
NE 68583-0745
72-1201 (Voice)
(402) 472-2038 (FAX)

February 15, 1996

Mr. Frank C. Lloyd
Assistant Commissioner/Director
Vocational Rehabilitation
301 Centennial Mall South
P.O. Box 94987
Lincoln, Nebraska 68509-4987

Dear Mr. Lloyd:

I have been asked to respond to your letter to Dr. L. Dennis Smith, dated January 26, 1996. The University of Nebraska recognizes its responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to its students with disabilities. You describe a number of auxiliary aids that Vocational Rehabilitation has provided in the past. We appreciate your assistance during this initial period of ADA implementation.

We would agree that in the appropriate circumstances, the University will provide interpreters, notetakers, readers and other auxiliary aids and accommodations. As a matter of clarification, I would note that you mention Vocational Rehabilitation has covered the costs of tutors for some of our students. Although we will most certainly provide reasonable accommodations, we take the position that tutors are an accommodation which is primarily a benefit of a personal nature. That is, we do not believe that personal tutors are required reasonable accommodations under the ADA. Therefore, in general we will not provide tutors.

Again, thank you for your assistance in the past. We look forward to cooperating with you in providing the University's disabled community with excellent services.

Very truly yours,

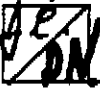

Carmen K. Maurer
Associate General Counsel

vorchab:ekm

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OHIO REHABILITATION SERVICES COMMISSION

Policy/Procedure Number CW 2001.12Destruction Date TO BE DETERMINEDDate: APRIL 6, 2001To: Central Office, BSVI, BVR and Pathways VR Supervisory and Counseling Staff
and Central Office Rehabilitation Program SpecialistsFrom:  June K. Gutterman, Ed.D., Interim AdministratorOrigin:  John Connelly, Employer and Workforce Development Team
 Dale Norris, Manager, Workforce Development TeamSubject: Cooperative Program Agreement between RSC and the Ohio Board of Regents (OBR)

RSC and the Ohio Board of Regents (OBR) have formed a new partnership to work in collaboration with Ohio's colleges and universities to assure the access of education and training opportunities for students with disabilities. The goal of this new partnership is to increase communication, collaboration and the coordination between RSC, OBR and Ohio's colleges and universities in the provision auxiliary aids and services to eligible VR consumers.

The attached cooperative program agreement describes a collaborative approach to the provision of auxiliary aids and services. RSC and OBR support a "shared-cost" approach that is locally negotiated between the student, the RSC staff and the college or university disability service office (DSO) or designated entity for the provision of auxiliary aids and services. This approach provides RSC counselors and the colleges/universities the opportunity to enhance existing partnerships that will ultimately result in better services for students with disabilities.

For your information attached are the 504 and ADA provisions for post-secondary schools and auxiliary aids.

If you have any questions about this agreement please contact Darlene R. Britford at (614) 438-1291 or Dave Cameron, ADA Coordinator at (614) 438-1232.

Attachments:

- c. RSC CAC Coordinators
- Leslie Sawyer, OBR

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Cooperative Program Agreement
Between
The Ohio Rehabilitation Services Commission
and
The Ohio Board of Regents

This agreement is made by and between the Ohio Rehabilitation Services Commission, hereafter referred to as "RSC" and the Ohio Board of Regents hereafter referred to as "OBR".

Whereas, RSC is the sole state agency designated to administer the provision of vocational rehabilitation services (VR), in accordance with the State Plan for the Vocational Rehabilitation Program and the Rehabilitation Act of 1973, as amended; and

Whereas, in accordance with Vol. 34, Section 361.9 of the Code of Federal Regulations, and the State Plan; RSC has the authority to enter into cooperative program agreements with other state agencies to provide VR services to people with disabilities; and,

Whereas, OBR is responsible for authorizing and approving new degree programs, administering state-funded financial aid programs supporting eligible students, and distributing all state funds appropriated to support higher education's capital and operating costs; and,

Whereas, OBR is the state coordinating board with responsibility to study and recommend Ohio higher education policy; and,

Whereas, OBR is authorized by Ohio Revised Code §3333.04 (K) to seek the cooperation and advice of officers and trustees of both public and private colleges, university and other institutions of higher education in the state in performing its duties and making its plans, studies and recommendations; and,

Whereas, OBR is authorized by Ohio Revised Code §3333.04 (R) to participate in educational related state and federal programs ; and,

Whereas, OBR works in partnership with Ohio's higher education community; and,,

Whereas, Title IV of the Workforce Investment Act which contains the 1998 Amendments to the Rehabilitation Act of 1973, Section 101(a), paragraph 8(B) requires the state agency responsible for the vocational rehabilitation program and the public institutions of higher education to enter into an Interagency Agreement or mechanism to coordinate services; and,

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Whereas, RSC and OBR have a mutual interest in assuring that qualified and eligible students with disabilities have access to reasonable accommodations for the provision of auxiliary aids and services while attending Ohio's colleges and universities; and,

Whereas, RSC and OBR seek to increase communication and identify best practices for Ohio's college and universities' coordinating services that assure full access to educational opportunities by students with disabilities; now,

Therefore, RSC and OBR agree to the following provisions:

I. Purpose

The purpose of this agreement is to increase communication and coordination of services between RSC and OBR for the provision of VR services and auxiliary aids and services to mutually eligible VR consumers.

Because RSC and OBR desire to provide students with disabilities reasonable accommodations, this agreement describes a collaborative approach to the provision of auxiliary aids and services. RSC and OBR support a "shared-cost" approach that is locally negotiated between the student, the RSC staff and the college or university disability service office (DSO) or designated entity for the provision of auxiliary aids and services. This locally driven and negotiated approach provides RSC counselors and the colleges/universities DSO's or designated entity, the opportunity to enhance existing partnerships that will ultimately result in better services for students with disabilities.

II. Roles and Responsibilities

A. Responsibilities of RSC

1. Determine student eligibility for VR services and Order of Selection in accordance with Rehabilitation Act of 1973, as amended.
2. Inform students to contact the DSO or the designated entity responsible for reasonable accommodations so VR can make a determination of the students' eligibility for auxiliary aids and services.
3. Provide the DSO or designated entity with the necessary documentation (upon receipt of a release of consent signed by the student) to assist the DSO to determine the student's eligibility and needs for reasonable accommodations.
4. Designate a liaison(s) to facilitate communication with the DSO or designated entity for the provision of auxiliary aids and services.
5. Notify the DSO or designated entity of any modification or cancellation of auxiliary aids and services during the student's course of study.

B. Responsibilities of OBR

1. OBR shall alert Ohio's colleges and universities of the need to provide access to education and training opportunities to students with disabilities as required by state and federal law.

2. OBR shall alert Ohio's colleges and universities of the need to determine and provide appropriate, reasonable accommodations to students with disabilities who have a documented disability and qualify for services.
3. OBR shall alert Ohio's colleges and universities of the need to establish and maintain a process, including an appeal process for students with disabilities to pursue requests for reasonable accommodations.
4. OBR shall alert Ohio's colleges and universities of the need to designate a liaison(s) to facilitate communication between RSC and the DSO or designated entity for the provision of auxiliary aids and services.
5. OBR shall alert Ohio's colleges and universities of the need to notify RSC staff of any modification or cancellation of auxiliary aids and services during the student's course of study.

III. RSC and OBR shall jointly:

- A. Work with Ohio's colleges and universities to establish a process for referral development, coordination of services and sharing appropriate student information.
- B. Work with Ohio's colleges and universities to acknowledge and respect the differing requirements and definitions among the partners for such terms as eligibility, documentation of disability, provision of services, and accommodations based on the differing missions of the partners.
- C. Work with Ohio's colleges and universities to participate in cross-training efforts and activities that result in better services for students with disabilities.
- D. Work with Ohio's colleges and universities to negotiate an appropriate cost-sharing agreement for students who are RSC consumers. This shall include the exploration of comparable benefits and the consumer's contribution, as defined in VR policy.

IV. General Provisions:

Term - This agreement shall become effective upon execution by the parties and will remain in effect until June 30, 2003, subject to the termination provision contained herein. The parties may agree to further renewals, pursuant to a written instrument signed by both parties hereto and with any modifications, additions or deletions mutually agreed to by the parties.

- A. **Provisions of Services and Reimbursement** - RSC and OBR using good faith efforts will work with Ohio's colleges and universities to determine the appropriate cost sharing arrangement that will assure students with disabilities access to reasonable accommodations. This agreement describes a collaborative approach to the provision of auxiliary aids and services. Ohio's model is a "shared-cost" approach that is locally negotiated between RSC staff and the college or university DSO or designated entity. It also includes the student's participation in selecting auxiliary aids and services. With this collaborative effort a reimbursement procedure is not required.

- B. **Confidentiality** – The parties shall exchange and maintain necessary confidential student/consumer information in accordance with federal and state laws, federal regulations, and the administrative rules of each party.
- C. **Amendments** – This agreement may be modified or amended upon mutual written consent of both parties.
- D. **Termination** – Either party shall have the right to terminate this agreement, with or without cause, by giving written notice of the party's intention to terminate thirty (30) calendar days prior to the intended date of termination.
- E. **Renewal** – This agreement may be renewed, as needed, and in accordance with mutual written agreement by both parties.
- F. **Partial Invalidity** – A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.
- G. **Drug Free Workplace** – The undersigned certify that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- H. **Breach and Default** – Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available, without limitation available under the laws of the state of Ohio. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- I. **Equal Employment Opportunity** – The parties agree that in the performance of this agreement, or in the hiring of any employees for the performance of work under this agreement, the parties shall not by reason of race, color, religion, sex, age, disability, national origin, ancestry or veteran status discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.
- J. **Compliance with Federal and State Laws, Rules and Regulations** – RSC and OBR agree to comply with all federal and state laws, rules, regulations and auditing standards which are applicable to the performance of this agreement.
- K. **Entirety of Agreement** – All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

- L. **Limitation of Liability** - Liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable under this contract or the amount of direct damages incurred by either party, whichever is less. The sole and exclusive remedies for failure to perform under this Agreement shall be as set forth in this provision. In no event shall either party be liable for any indirect or consequential damages, even if the other party knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, either party shall be liable for any personal injury or damage to real property or tangible personal property, caused by its fault or negligence
- M. **Interagency Disputes** - In the event of a disagreement, OBR and RSC shall jointly attempt to resolve the disagreement by working with the college or university and the student following the college or university's internal dispute resolution process. Services to the student shall remain in-effect until the disagreement has been resolved between both parties.

Approved By:

William A. Casto II

William A. Casto II, Interim Administrator
Rehabilitation Services Commission
400 E. Campus View Boulevard
Columbus, OH 43235-4604

2-23-01
Date

Roderick G. W. Chu

Roderick G. W. Chu, Chancellor
Ohio Board of Regents
30 E. Broad Street, 36th Floor
Columbus, OH 43266-0417

3/26/01
Date

Auxiliary Aids and Services for Postsecondary Students with Disabilities

Higher Education's Obligations Under Section 504 and Title II of the ADA

U.S. Department of Education
Office for Civil Rights
Washington, D.C.

Revised September 1998

Section 504 of the Rehabilitation Act of 1973

In 1973, Congress passed Section 504 of the Rehabilitation Act of 1973 (Section 504), a law that prohibits discrimination on the basis of physical or mental disability (29 U.S.C. Section 794). It states:

No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

The Office for Civil Rights in the U.S. Department of Education enforces regulations implementing Section 504 with respect to programs and activities that receive funding from the Department. The Section 504 regulation applies to all recipients of this funding, including colleges, universities, and postsecondary vocational education and adult education programs. Failure by these higher education schools to provide auxiliary aids to students with disabilities that results in a denial of a program benefit is discriminatory and prohibited by Section 504.

Title II of the Americans with Disabilities Act of 1990 (ADA) prohibits state and local governments from discriminating on the basis of disability. The Department enforces Title II in public colleges, universities, and graduate and professional schools. The requirements regarding the provision of auxiliary aids and services in higher education institutions described in the Section 504 regulation are generally included in the general nondiscrimination provisions of the Title II regulation.

Postsecondary School Provision of Auxiliary Aids

The Section 504 regulation contains the following requirement relating to a postsecondary school's obligation to provide auxiliary aids to qualified students who have disabilities:

A recipient . . . shall take such steps as are necessary to ensure that no handicapped student is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination under the education program or activity operated by the recipient because of the absence of educational auxiliary aids for students with impaired sensory, manual, or speaking skills.

The Title II regulation states:

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10/12/1999

A public entity shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by a public entity.

It is, therefore, the school's responsibility to provide these auxiliary aids and services in a timely manner to ensure effective participation by students with disabilities. If students are being evaluated to determine their eligibility under Section 504 or the ADA, the recipient must provide auxiliary aids in the interim.

Postsecondary Student Responsibilities

A postsecondary student with a disability who is in need of auxiliary aids is obligated to provide notice of the nature of the disabling condition to the college and to assist it in identifying appropriate and effective auxiliary aids. In elementary and secondary schools, teachers and school specialists may have arranged support services for students with disabilities. However, in postsecondary schools, the students themselves must identify the need for an auxiliary aid and give adequate notice of the need. The student's notification should be provided to the appropriate representative of the college who, depending upon the nature and scope of the request, could be the school's Section 504 or ADA coordinator, an appropriate dean, a faculty advisor, or a professor. Unlike elementary or secondary schools, colleges may ask the student, in response to a request for auxiliary aids, to provide supporting diagnostic test results and professional prescriptions for auxiliary aids. A college also may obtain its own professional determination of whether specific requested auxiliary aids are necessary.

Examples of Auxiliary Aids

Some of the various types of auxiliary aids and services may include:

- taped texts
- notetakers
- interpreters
- readers
- videotext displays
- television enlargers
- talking calculators
- electronic readers
- Braille calculators, printers, or typewriters
- telephone handset amplifiers
- closed caption decoders
- open and closed captioning
- voice synthesizers
- specialized gym equipment
- calculators or keyboards with large buttons
- reaching device for library use
- raised-line drawing kits
- assistive listening devices
- assistive listening systems
- telecommunications devices for deaf persons.

Technological advances in electronics have improved vastly participation by students with disabilities in educational activities. Colleges are not required to provide the most sophisticated auxiliary aids available; however, the aids provided must effectively meet the needs of a student with a disability. An institution has flexibility in choosing the specific aid or service it provides to the student, as long as the aid or service selected is effective. These aids should be selected after consultation with the student who will use them.

Effectiveness of Auxiliary Aids

No aid or service will be useful unless it is successful in equalizing the opportunity for a particular student with a disability to participate in the education program or activity. Not all students with a similar disability benefit equally from an identical auxiliary aid or service. The regulation refers to

this complex issue of effectiveness in several sections, including:

Auxiliary aids may include taped texts, interpreters or other effective methods of making orally delivered materials available to students with hearing impairments, readers in libraries for students with visual impairments, classroom equipment adapted for use by students with manual impairments, and other similar services and actions.

There are other references to effectiveness in the general provisions of the Section 504 regulation which state, in part, that a recipient may not:

Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others; or

Provide different or separate aid, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others.

The Title II regulation contains comparable provisions.

The Section 504 regulation also states:

[A]ids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for handicapped and nonhandicapped persons, but must afford handicapped persons equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting appropriate to the person's needs.

The institution must analyze the appropriateness of an aid or service in its specific context. For example, the type of assistance needed in a classroom by a student who is hearing-impaired may vary, depending upon whether the format is a large lecture hall or a seminar. With the one-way communication of a lecture, the service of a notetaker may be adequate, but in the two-way communication of a seminar, an interpreter may be needed. College officials also should be aware that in determining what types of auxiliary aids and services are necessary under Title II of the ADA, the institution must give primary consideration to the requests of individuals with disabilities.

Cost of Auxiliary Aids

Postsecondary schools receiving federal financial assistance must provide effective auxiliary aids to students who are disabled. If an aid is necessary for classroom or other appropriate (nonpersonal) use, the institution must make it available, unless provision of the aid would cause undue burden. A student with a disability may not be required to pay part or all of the costs of that aid or service. An institution may not limit what it spends for auxiliary aids or services or refuse to provide auxiliary aids because it believes that other providers of these services exist, or condition its provision of auxiliary aids on availability of funds. In many cases, an institution may meet its obligation to provide auxiliary aids by assisting the student in obtaining the aid or obtaining reimbursement for the cost of an aid from an outside agency or organization, such as a state rehabilitation agency or a private charitable organization. However, the institution remains responsible for providing the aid.

Personal Aids and Services

An issue that is often misunderstood by postsecondary officials and students is the provision of personal aids and services. Personal aids and services, including help in bathing, dressing, or other personal care, are not required to be provided by postsecondary institutions. The Section 504

regulation states:

Recipients need not provide attendants, individually prescribed devices, readers for personal use or study, or other devices or services of a personal nature.

Title II of the ADA similarly states that personal services are not required.

In order to ensure that students with disabilities are given a free appropriate public education, local education agencies are required to provide many services and aids of a personal nature to students with disabilities when they are enrolled in elementary and secondary schools. However, once students with disabilities graduate from a high school program or its equivalent, education institutions are no longer required to provide aids, devices, or services of a personal nature.

Postsecondary schools do not have to provide personal services relating to certain individual academic activities. Personal attendants and individually prescribed devices are the responsibility of the student who has a disability and not of the institution. For example, readers may be provided for classroom use but institutions are not required to provide readers for personal use or for help during individual study time.

Questions Commonly Asked by Postsecondary Schools and Their Students

Q: What are a college's obligations to provide auxiliary aids for library study?

A: Libraries and some of their significant and basic materials must be made accessible by the recipient to students with disabilities. Students with disabilities must have the appropriate auxiliary aids needed to locate and obtain library resources. The college library's basic index of holdings (whether formatted on-line or on index cards) must be accessible. For example, a screen and keyboard (or card file) must be placed within reach of a student using a wheelchair. If a Braille index of holdings is not available for blind students, readers must be provided for necessary assistance.

Articles and materials that are library holdings and are required for course work must be accessible to all students enrolled in that course. This means that if material is required for the class, then its text must be read for a blind student or provided in Braille or on tape. A student's actual study time and use of these articles are considered personal study time and the institution has no further obligation to provide additional auxiliary aids.

Q: What if an instructor objects to the use of an auxiliary or personal aid?

A: Sometimes postsecondary instructors may not be familiar with Section 504 or ADA requirements regarding the use of an auxiliary or personal aid in their classrooms. Most often, questions arise when a student uses a tape recorder. College teachers may believe recording lectures is an infringement upon their own or other students' academic freedom, or constitutes copyright violation.

The instructor may not forbid a student's use of an aid if that prohibition limits the student's participation in the school program. The Section 504 regulation states:

A recipient may not impose upon handicapped students other rules, such as the prohibition of tape recorders in classrooms or of dog guides in campus buildings, that have the effect of limiting the participation of handicapped students in the recipient's education program or activity.

In order to allow a student with a disability the use of an effective aid and, at the same time, protect the instructor, the institution may require the student to sign an agreement so as not to

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infringe on a potential copyright or to limit freedom of speech.

Q: What if students with disabilities require auxiliary aids during an examination?

A: A student may need an auxiliary aid or service in order to successfully complete a course exam. This may mean that a student be allowed to give oral rather than written answers. It also may be possible for a student to present a tape containing the oral examination response. A test should ultimately measure a student's achievements and not the extent of the disability.

Q: Can postsecondary institutions treat a foreign student with disabilities who needs auxiliary aids differently than American students?

A: No, an institution may not treat a foreign student who needs auxiliary aids differently than an American student. A postsecondary institution must provide to a foreign student with a disability the same type of auxiliary aids and services it would provide to an American student with a disability. Section 504 and the ADA require that the provision of services be based on a student's disability and not on such other criteria as nationality.

Q: Are institutions responsible for providing auxiliary services to disabled students in filling out financial aid and student employment applications, or other forms of necessary paperwork?

A: Yes, an institution must provide services to disabled students who may need assistance in filling out aid applications or other forms. If the student requesting assistance is still in the process of being evaluated to determine eligibility for an auxiliary aid or service, help with this paperwork by the institution is mandated in the interim.

Q: Does a postsecondary institution have to provide auxiliary aids and services for a nondegree student?

A: Yes, students with disabilities who are auditing classes or who otherwise are not working for a degree must be provided auxiliary aids and services to the same extent as students who are in a degree-granting program.

For More Information

For more information on Section 504 and the ADA and their application to auxiliary aids and services for disabled students in postsecondary schools, or to obtain additional assistance, see the list of OCR's 12 enforcement offices containing the address and telephone number for the office that serves your area, or call 1-800-421-3481.



Page last updated March 29, 1999 (mhm)

COOPERATIVE AGREEMENT

BETWEEN

THE DIVISION OF VOCATIONAL REHABILITATION SERVICES

AND THE UNIVERSITY OF NORTH CAROLINA

THIS AGREEMENT, made and entered into this **28th** day of **October 2002**, is by and between the NORTH CAROLINA DIVISION OF VOCATIONAL REHABILITATION SERVICES of the NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES, hereinafter referred to as the State Agency and the UNIVERSITY OF NORTH CAROLINA, hereinafter referred to as the University. There are sixteen constituent institutions in the University of North Carolina system.

WITNESSETH:

WHEREAS, the State Agency desires to provide vocational rehabilitation services for an increasing number of individuals with disabilities with special emphasis on individuals with significant and most significant disabilities; and,

WHEREAS, the University recognizes the importance of vocational rehabilitation services within its own program of services;

THEREFORE, in consideration of the following promises, covenants, and conditions, the State Agency and the University do mutually agree to the following:

1. PURPOSE AND GOALS

- 1.1. This agreement is entered into by the State Agency and the University for the purpose of improving quality and coordinating programs and services for students with disabilities. The parties will also work to assure that persons covered under the Americans with Disabilities Act (P.L. 101-336), the Rehabilitation Act Amendments of 1998, in the Workforce Investment Act of 1998 (P.L. 105-220), and Section 504 of the Rehabilitation Act of 1973 as amended in 1998, receive all appropriate services for which they are eligible and that the rights of persons are protected in compliance with the laws.

2. MUTUAL RESPONSIBILITIES

- 2.1. A representative of both parties will appoint liaison personnel who will be responsible for (1) recommending needed changes; (2) implementing the agreement; (3) making recommendations for resolutions of disputes. State Agency and each constituent institution services will continue during the resolution of disputes.
- 2.2. The parties will cooperate in planning education and employment related transition services for students with disabilities.
- 2.3. Both parties will determine mutual in-service training needs of staff and implement joint staff development/training as needed. Each party will be financially responsible for the cost of their staff portion of these training efforts.
- 2.4. The parties will enhance delivery of services to students with disabilities by sharing statistical and fiscal reports as deemed necessary for open communication.
- 2.5. The two parties will use the various community media to promote public information and understanding of each program and its various functions.
- 2.6. The parties will develop a system to ensure that appropriate referrals are made to each party.
- 2.7. The parties will emphasize the maximum utilization of comparable benefits which are defined as services that are provided or paid for, in whole or in part, by other Federal, State, or local public resources, which are available to the student.
- 2.8. This agreement may be modified by mutual consent of both parties and will remain in effect until it is revised or amended.

3. RESPONSIBILITIES OF THE UNIVERSITY

- 3.1. Each constituent institution is responsible for assuring that all eligible students with covered disabilities have access to all programs, goods, and services through the use of nondiscriminatory policies and procedures, and for assuring that they are provided reasonable accommodations, auxiliary aids, and services as indicated necessary by the appropriate documentation of the student's disability. Auxiliary aids and services are taken to mean those referred to in ADA Regulations.
- 3.2. Each constituent institution is responsible for the costs of services and accommodations required by State or Federal law applicable to such institutions.
- 3.3. Each constituent institution will contact the State Agency's In-Training Counselor (who will serve as the primary liaison between the State Agency's counselor-of-record and the constituent institution) when problems or questions arise.
- 3.4. Each constituent institution will consult with the State Agency's In-Training Counselor regarding the institution's documentation requirements for determining disability and accessing accommodations.
- 3.5. In compliance with the applicable provisions of the ADA, each constituent institution will make reasonable efforts for hiring, scheduling and paying for qualified interpreters.
- 3.6. Each constituent institution is responsible for providing accommodations required for such institutions under the ADA.
- 3.7. Each constituent institution will provide placement services on a non-discriminatory basis.
- 3.8. Each constituent institution will release information concerning students with disabilities as governed by Title II of ADA and the Family Education Rights and Privacy Act.

4. RESPONSIBILITIES OF THE DIVISION OF VOCATIONAL REHABILITATION SERVICES

- 4.1. The State Agency will ensure the provision of an appropriate program of vocational rehabilitation services to students with disabilities by:
 - 4.1.1. Screening students with disabilities referred to the State Agency by the constituent institution to determine eligibility for vocational rehabilitation services. (Eligibility for vocational rehabilitation services is based on the presence of a physical or mental impairment which for the individual constitutes or results in a substantial impediment to employment. The student must require vocational rehabilitation service to prepare for, secure, retain or regain employment.) The determination of eligibility for State Agency services is the sole responsibility of the State Agency and cannot be delegated.
 - 4.1.2. Administering all aspects of the State Agency program including diagnostic and evaluation services, determination of eligibility, rehabilitation planning, transition services and the provision of a program of vocational rehabilitation services. Some services are subject to the student's financial need and/or comparable benefits.
 - 4.1.3. Assuming responsibility, within the limitation of resources, for the cost of services included in the student's Individualized Plan for Employment (IPE) according to the established State Agency policies and fee schedule.
- 4.2. The State Agency's counselor-of-record is responsible for informing the student about the existence of and potential for services available through the Office of Disability Services and the contact person at the constituent institution.
- 4.3. The State Agency will authorize payment for interpreting service (based on the State Agency approved hourly rate) that benefit the student with a hearing disability toward completing the prerequisite and required academic courses for the degree. The State Agency will not authorize any additional payments for mileage, time and a half, or extra curricular activities to the constituent institution or directly to an interpreter working for the constituent institution. Authorizations for interpreter services will be issued directly to the appropriate constituent institution.

- 4.4. The State Agency's financial participation in the cost of post secondary training will be paid according to the State Agency's approved fee schedule minus any financial resources or comparable benefits available to the student as required by 34 CFR Part 361.
- 4.5. The State Agency will share information on students with disabilities on a selective basis in accordance with State policies implementing 34 CFR Section 361.38 Protection, Use, and Release of Personal Information.
- 4.6. The State Agency will contact the constituent institution when issues or problems arise in regard to authorization for academic support services, reasonable accommodations in the classroom or dormitory, assistive technology, etc.
- 4.7. Upon request, the State Agency will provide each constituent institution pertinent information regarding eligibility requirements and description of rules, regulations, and policies governing the program.
- 4.8. The State Agency's In-Training Counselor is responsible for providing appropriate information to the State Agency's counselor-of-record regarding the student's required accommodations.

Gretchen Bataille
Senior Vice-President and
Vice-President for Academic Affairs
University of North Carolina

Date

George McCoy, Director
Division of Vocational Rehabilitation Services

Date

DRAFT 10/30/02

Oregon University System (OUS)

Office of Vocational Rehabilitation Services (OVRs)

Oregon Commission for the Blind (OCB)

Memorandum of Interagency Commitment

Whereas OUS, OVRs, and OCB are committed to addressing the needs of persons with disabilities; and

Whereas OUS is committed to providing reasonable accommodations for students with disabilities who enroll and request services within OUS institutions; and

*Whereas OVRs and OCB are committed to the preparation of their clients for integration into the workforce [or other language from OVRs/OCB]; and

Whereas OUS, OVRs, and OCB recognize the value of educational opportunities to enhance these goals; and

Whereas OUS, OVRs, and OCB are committed to the provision of accommodations and services to students/clients and the maintenance of confidential information in accordance with applicable laws and administrative rules, the parties agree as follows that

OUS, OVRs, and OCB have collaborated to facilitate enhanced coordination of services to further these commitments.

OUS, as utilized in this document, represents the Chancellor's Office, Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, the University of Oregon, and Western Oregon University.

*OVRs, as utilized in this document, represents [to be added by OVRs]

*OCB, as utilized in this document, represents [to be added by OCB]

This Memorandum of Interagency Commitment is effective beginning February 1, 2003, and extends through January 31, 2008, unless sooner terminated as provided below.

Section A.

OUS Language

OUS and its disability services representatives will work with OVRs/OCB to establish a process for sharing appropriate student information at the local level on OVRs/OCB clients who enroll at OUS institutions.

OUS disability services representatives will cooperate at the local level with OVRs and OCB, on a case-by-case basis, to determine appropriate levels of cost sharing for specific auxiliary aids or services for OVRs/OCB clients enrolled at the OUS institution who request assistance through the disability services office. Selected components of the OVRs/OCB rehabilitation plans and campus determinations of reasonable accommodations will be reviewed to facilitate service coordination and cost sharing.

OUS will make available general institutional disability services information, as agreed to by the parties to this Commitment, via the Internet for OVRs/OCB representatives and clients. OUS will include selected specifications concerning computer compatibility requirements for each campus within the information provided to OVRs/OCB counselors. Contacts for acquiring additional information will be provided.

OUS disability services representatives will utilize information provided by OVRs/OCB to make referrals for OUS students who may qualify for assistance from OVRs/OCB.

OVS disability services representatives will assist in facilitating interactions regarding individual OVS/OCB clients at the local level by providing opportunities for meetings to occur on campus.

Section B.

OVS/OCB Language

OVS/OCB will annually, with consumer authorization, provide referral information including counselor of record to OVS disability services offices for OVS/OCB consumers identified as participating in academic training in all or part of the current academic school year.

On an as needed basis, OVS/OCB will provide technical assistance as part of their contribution to the Interagency Cooperative Work Group on how to identify eligible clients for services from OVS/OCB and how to work with OVS/OCB to secure services the consumers may need.

With required consumer authorization, OVS/OCB agree to provide OVS disability services offices with allowable consumer information necessary for use by the OVS disability services offices for the purpose of determining eligibility.

OVS/OCB will assess eligibility for rehabilitation services of students referred by OVS disability services representatives.

OVS/OCB will annually provide to OVS the number of OVS students that have been served by OVS/OCB and their outcomes.

OVS/OCB agree to the value of a coordinated approach necessary for a continuum of services. On a case-by-case basis OVS/OCB will:

- a. Provide services such as individual tuition support, support for tutoring services, assistance to students with items such as adaptive

devices, technology, and other materials that become the property of individual students under their Individualized Plan for Employment.

b. In exceptional situations of multiple or significant disability accommodation needs OVRs/OCB shall work together with the OUS disability services representatives to negotiate and share costs for specific auxiliary aides or services on a case-by-case basis.

OVRs/OCB agree to make available to OUS disability services representatives meetings and trainings of mutual interest.

Section C.

Mutual OUS/OVRs/OCB Endeavors

Local OUS, OVRs, and OCB representatives will partner to jointly collaborate on providing accommodations to OVRs/OCB clients who enroll within OUS institutions and request services through OUS disability services offices, including those who utilize distance education. All parties shall acknowledge and incorporate understanding of differences in functions and service provision requirements among the partners into these activities. Existing processes for accommodation requests at each OUS institution shall be incorporated into the deliberations.

OUS, OVRs, and OCB will provide periodic opportunities for counselors and institutional disability services representatives to interact and become more familiar with relevant information regarding administrative and accommodation functions, and/or related topics. The parties will seek to facilitate these interactions in conjunction with existing statewide meetings/conferences (e.g. annual ORAHEAD and ORAN conferences), as appropriate.

OUS, OVRs, and OCB will jointly form a standing Interagency Cooperative Work Group to facilitate implementation of this Commitment and to periodically evaluate the effectiveness of this Commitment.

OUS, OVRS, and OCB will appoint liaison contact persons to participate in the Interagency Cooperative Work Group.

OUS, OVRS, and OCB agree to collaborate on educational processes regarding legislative issues that affect the subject of this Commitment.

OUS, OVRS, and OCB will collaborate, as appropriate, on seeking external initiatives (e.g. grants) to further enhance service provision to students with disabilities.

OUS, OVRS, and OCB will work in partnership to review and evaluate biennially the outcomes and effectiveness of this Commitment and make recommendations for policy changes, related training activities, and modifications to this Commitment.

In conclusion, OUS, OVRS, and OCB agree to utilize their respective best efforts to further the goals of this Commitment. These parties further agree that either party's participation may be withdrawn at any time by providing notice of the same to the remaining parties at least 60 days in advance.

Signatures of Agency Representatives*

Title

Date

[*Agency Representatives: Chancellor Jarvis, and agency heads of OVRS & OCB]

Oregon

Agreement No. 101766

**COOPERATIVE AGREEMENT BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES,
OREGON COMMISSION FOR THE BLIND,
AND OREGON COMMUNITY COLLEGES**

This Agreement is between the Oregon Department of Human Services, hereinafter referred to as "DHS," the Oregon Commission for the Blind, hereinafter referred to as "OCB," and

Blue Mountain Community College,
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College
Columbia Gorge Community College
Klamath Community College
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Portland Community College
Rogue Community College
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College

hereinafter collectively referred to as "**COMMUNITY COLLEGES.**" The responsibilities of DHS under this Agreement shall be carried out through the Office of Vocational Rehabilitation Services (OVRs), which is a part of DHS' Community Human Services group.

I. TERM

This Agreement shall become effective when signed by every party hereto. This Agreement shall expire on June 30, 2005, unless otherwise terminated or extended prior to that date.

II. PURPOSE

The purpose of this Agreement is to develop and implement a cooperative framework for providing coordinated vocational rehabilitation education services for eligible students with disabilities.

III. LEGAL AUTHORITY FOR THIS AGREEMENT

This Agreement is entered into by the parties consistent with the authority granted in Pub. L. 105-220, Title IV, Rehabilitation Act of 1973, as amended (section 101).

IV. RESPONSIBILITIES OF THE PARTIES

A. Mutual responsibilities and commitments of DHS through its OVRS, OCB, and COMMUNITY COLLEGES:

1. Shared mutual interest in assuring that qualified and eligible students with disabilities have access to reasonable accommodations for the provision of effective auxiliary aids and services while attending Oregon's community colleges;
2. Work together to increase communication, collaboration, and cooperation in providing access to educational opportunities to students with disabilities;
3. Work together to maximize available opportunities to improve career and placement services for students with disabilities;
4. Work together to understand, acknowledge, and respect the differing requirements and definitions among the partners for such terms as eligibility, documentation of disability, confidentiality (including protected documents within each of our systems), provision of services, and accommodations based on the differing missions of the partners;
5. Work together to determine mutual in-service training needs of staff and implement joint staff development/training as needed;
6. Utilize a Systems Cooperative Work Group as a forum for the exchange of information on issues of common concern, and may examine policy issues and process improvements to further the goals of the Agreement;
7. Work together to obtain increased federal, state and private funding for the provision of auxiliary aids and services and vocational rehabilitation services.

2. Responsibilities of DHS through its OVRS, and OCB:

1. Assist students in developing individual plans for employment under the Workforce Investment Act of 1998, Pub. L. 105-220, August 7, 1998,

112 Stat. 936, as amended, Title IV, which reauthorized the Rehabilitation Act of 1973 and included the 1998 amendments to the Rehabilitation Act.

2. Appoint liaison contact persons from OVRS and OCB local and administrative offices who will be the primary contact persons for specific community colleges. OVRS and OCB will be represented, with local linkages as needed, on the Systems Cooperative Work Group.
 3. On a case-by-case basis, provide services that are outside the scope of the community colleges such as individual tuition support, support for tutoring services, and assistance to students with such items as adaptive devices, technology, and other materials that become the property of individual students, under individualized plans for employment and in accordance with appropriate financial protocols of OVRS/OCB.
 3. Provide assessments to determine whether an individual is eligible for vocational rehabilitation services, and meets order of selection criteria, to individuals who have been referred to OVRS/OCB by community colleges.
 4. In exceptional situations of multiple or significant disability accommodation needs, OVRS/OCB shall work together with the community colleges to negotiate and share costs for specific auxiliary aids or services on a case-by-case basis.
 5. OVRS and OCB shall not require reimbursement from a community college for services provided by OVRS or OCB to a student participant without written agreement of that community college, including terms and procedures for reimbursement
3. Responsibilities of COMMUNITY COLLEGES:
1. Provide access to education and training opportunities to students with disabilities as required by state and federal law.
 2. Establish eligibility, determine and provide appropriate and reasonable accommodations for students with documented disabilities.
 3. Establish and maintain a process, including an appeal process, for students with disabilities to pursue requests for reasonable accommodations.
 4. Appoint a liaison contact person to work with the liaisons from OVRS and OCB; participate in the Systems Cooperative Work Group.

5. Nothing within this Agreement shall obligate COMMUNITY COLLEGES to provide services or accommodations to students with disabilities who are clients of OVRs/OCB, that are not required for qualified students with disabilities who are not clients of OVRs/OCB.

V. CONSIDERATION

There is no monetary consideration provided or exchanged under this Agreement.

VI. GENERAL PROVISIONS

1. Termination

This Agreement may be terminated upon the mutual written consent of all the parties, or upon 30 days written notice by any party to this Agreement to all other parties to this Agreement.

2. Amendment

The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties.

3. Indemnity/Hold Harmless

DHS, OCB, and COMMUNITY COLLEGES shall be responsible exclusively with respect to their own employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and PERS contributions. Each party shall perform under this Agreement as an independent contractor. DHS, OCB, and COMMUNITY COLLEGES each shall be responsible, to the others, to the extent permitted by the Oregon Constitution, and subject to the limitations of the Oregon Tort Claims Act (ORS 30.160-30.300), but only for the acts, omissions, or

negligence of their own respective officers, employees, or agents.

4. Compliance with Applicable Law

DHS, OCB, and COMMUNITY COLLEGES shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, DHS, OCB, and COMMUNITY COLLEGES express agree to comply with:

(i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

5. Confidentiality of Client Information

1. All information as to personal facts and circumstances obtained by the parties to this Agreement pertaining to individuals affected by this Agreement shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the individual(s) involved. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
2. The use or disclosure of information concerning individuals covered by this Agreement shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

6. No Third Party Beneficiaries

DHS, OCB, and COMMUNITY COLLEGES are the only parties to this Agreement and are the only the parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

7. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO

UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

H. Written Notice

All notices regarding this Agreement should be sent to the parties at the following addresses:

**DEPARTMENT OF
HUMAN SERVICES**

Bobby Simpson, Administrator
Office of Vocational Rehabilitation Services
500 Summer Street, 1st Floor
Salem, OR 97310-1004

**OREGON COMMISSION
FOR THE BLIND**

Linda Mock, Administrator
535 SE 12th Avenue
Portland, OR 97214

**BLUE MOUNTAIN
COMMUNITY COLLEGE**

Dr. Nicki Harrington
P.O. Box 100
Pendleton, OR 97801-1000

**CENTRAL OREGON
COMMUNITY COLLEGE**

Dr. Robert L. Barber
2600 NW College Way
Bend, OR 97701-5998

**CHEMEKETA
COMMUNITY COLLEGE**

Dr. Gretchen Schuette
P.O. Box 14007
Salem, OR 97309-7070

**CLACKAMAS
COMMUNITY COLLEGE**

Dr. Joe Johnson
19600 S. Molalla Avenue
Oregon City, OR 97045-7998

**CLATSOP
COMMUNITY COLLEGE**

Dr. John Wubben
1653 Jerome Avenue
Astoria, OR 97103-3698

**COLUMBIA GORGE
COMMUNITY COLLEGE**

Dr. Frank Toda
400 E. Scenic Drive
The Dalles, OR 97058-3434

**KLAMATH
COMMUNITY COLLEGE**

Dr. Wes Channell
7390 South 6th Street
Klamath Falls, OR 97603-7121

**LANE
COMMUNITY COLLEGE**

Dr. Mary Spilde
4000 E 30th Avenue
Eugene, OR 97405-0640

**LINN-BENTON
COMMUNITY COLLEGE**

Jon Carnahan
6500 Pacific Blvd SW
Albany, OR 97321-3779

**MT. HOOD
COMMUNITY COLLEGE**

Dr. Bob Silverman
26000 SE Stark Street
Gresham, OR 97030-3300

**OREGON COAST
COMMUNITY COLLEGE**

Dr. Patrick J. O'Connor
332 SW Coast Hwy
Newport, OR 97365-4928

**PORTLAND
COMMUNITY COLLEGE**

Dr. Jess Carreon
P.O. Box 19000
Portland, OR 97280-0990

**ROGUE
COMMUNITY COLLEGE**

Richard L. Levine
3345 Redwood Hwy
Grants Pas, OR 97527-9298

**SOUTHWESTERN OREGON
COMMUNITY COLLEGE**

Dr. Stephen J. Kridelbaugh
1988 Newmark Avenue
Coos Bay, OR 97420-2971

**TILLAMOOK BAY
COMMUNITY COLLEGE**

Dr. Gail Pincus, Interim President
2510 First Street
Tillamook, OR 97141-2599

**TREASURE VALLEY
COMMUNITY COLLEGE**

Dr. Berton Glandon
650 College Blvd
Ontario, OR 97914-3498

**UMPQUA
COMMUNITY COLLEGE**

Dr. Patricia A. McDonald
P.O. Box 967
Roseburg, OR 97470-0226

VII. SIGNATURES

DEPARTMENT OF HUMAN SERVICES:

By: _____ Date: _____
Bobby Simpson, Administrator
Office of Vocational Rehabilitation Services

OREGON COMMISSION FOR THE BLIND:

By: _____ Date: _____
Title: _____

BLUE MOUNTAIN COMMUNITY COLLEGE:

By: _____ Date: _____
Title: _____

CENTRAL OREGON COMMUNITY COLLEGE:

By: _____ Date: _____
Title: _____

CHEMEKETA COMMUNITY COLLEGE:

By: _____ Date: _____
Title: _____

CLACKAMAS COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

CLATSOP COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

COLUMBIA GORGE COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

KLAMATH COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

LANE COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

LINN-BENTON COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

MT. HOOD COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

OREGON COAST COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

PORTLAND COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

ROGUE COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

SOUTHWESTERN OREGON COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

TILLAMOOK BAY COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

TREASURE VALLEY COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

UMPQUA COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____